

**The United States District Court
For the District of Massachusetts**

FILED
IN CLERKS OFFICE

2007 OCT 11 P 3:01

**Wen Y. Chiang
Plaintiff**

Civil Action No. 07-10001
U.S. DISTRICT COURT
DISTRICT OF MASS.

V.

**Chase Bank USA, N.A.
Defendant**

COMPLAINT AND JURY CLAIM

The Parties

1. The Plaintiff, Wen Chiang ("Chiang"), is currently resides at 12 Pond Lane # 63, Arlington MA 02474.
2. The Defendant, Chase Bank USA, N.A. Has office at 1 Chase Manhattan Plaza, New York, NY 10081.

Facts

3. Chiang has two credit card account with defendant, with 7.99% life time fixed rate. On December 2006. The Postal Office for Chiang's mail notified Chiang that the Postal office was going to close down and relocated the building. During that move, The Postal office is missed delivery of the mail for their customers and issue a notice to customers discussing any errors that had occurred during the move.
4. Chiang did not received the mail from Chase bank and notified Chase bank legal office, When Chiang filed a small claim back in February, Chase Bank agreed that it was not Chiang's fault, and agree to credit any charges, fees, and restore the original interest rate that defendants provided for Chiang's account. As of October 2007, Chase Bank still not credit the fees that it had charged to Chiang.

5. In April 2007. Chiang traveled overseas, At that time Chiang ask a friend to make a deposit to Chiang's bank account would have funds to pay the credit card bill.
6. Chiang's local Bank made an error and deposited the funds into a wrong account, This error caused Chiang's credit card payment not to his bank. After after Chiang return the home, he complained to his local bank, The Bank then issue a Notice to all Chiang's credit card companies, and all credit card companies credited all fees to Chiang's account and made all necessary adjustment to Chiang's account except Chase bank..
7. Chase Bank also sent an e-mail to Chiang stating that it will credit to Chiang's account, but later, By July, 2007. Chiang had made several complaint that Chase Bank only credit to one account, but one month later, Chase Bank went back to charge Chiang's account at the Increase rate of 29.99% plus all fees again, because defendant stated that they did not received the payment in time on May 2007. Which it was Chase wrong, After .Chiang sent a demand letter under Chapter 93A and showed Chase Bank the payment he made through western Union, and a complaint he had filed in local small claims court.
8. Chase bank told Chiang to use an online payment, but when the payment was made in the weekend, Chase Bank did not acknowledge payment even thought the payment receipt stated that payment had been made.
9. Chase Bank in the contract with Chiang stated that Chiang has a grace period payment of 25 days for payments, When Chiang started to track the cut-off dates and payment due date, Chiang found that Chase Bank only gave Chiang around 7 to 10 days to made his monthly payment.
10. Federal and State law require that if a payment is due on a weekend or Sunday, it

automatically extends three additional days for the payment if sent by the mail, Often Chase Bank's payment due date is on the weekend and Chiang is unable to make an line payment, since Chase Bank will not credit the payment until after the due date.

11. In May 2007. Chiang noticed that due date for payment was only three days away, so That Chiang sent the payment by western union, Chase Bank did not credit the payment to the account until the due day after, Instead, it caused Chiang's account to go over the past due, and then add the fees to the over limit, When Chiang contacted Chase Bank's customer service, the representative argued that even they received the payment, they has the right to hold the payment for 7 days before crediting the account.
12. Chiang sent demand letter under M.G.L chapter 93A for unfair deceptive practice, warning Chase Bank that a law suit could result that will subject Chase Bank to triple damages and Attorney's fees. Chase Bank ignored Chiang's demand letter.
13. Instead, Chase Bank did not credit Chiang's account but reduced Chiang's credit line and report to credit agencies, that Chiang's credit file, Chase Bank took these action even though on the same month Chiang made a large payment of 1,000.00 Chase Bank had Already reported to the credit bureau and damaged Chiang's credit file by reducing the credit limit and made the report.
14. Furthermore, In July 2007, defendant fund that someone in California was making charges on Chiang's account that were unauthorized and fraudulent, when Chase Bank's customer Service notified Chiang, and closed the account, Chiang went to on line to check the activity, and found that after Chase Bank issued a new account for Chiang, it still allowed the same party to make unauthorized charges to Chiang's account. These unauthorized charges also caused Chiang's account over the credit limit, Causing additional damages to

Chiang's credit file and harm Chiang's credit. Chiang needs good credit for his family business that has signed for a contract of the value of 95 million dollars.

COUNT I VIOLATION OF FAIR CREDIT REPORTING ACT

15. Chiang repeats and incorporates herein the allegations of Paragraph 1-14 of this Complaint as if fully set forth herein.
16. Chiang complained to a credit reporting agency about the negative information from Chase Bank. The Credit agencies notified Chase of Chiang's complaint, and Chase received this notice from the credit reporting agency.
17. Defendant, Chase bank, violated 15 U.S.C. §1681s - 2 (b) by failing to fixed the unauthorized charges, and by failing to credit payments made by Chiang, by reducing the credit line and failing the report to credit reporting agencies.
18. Chase Bank, by failing to investigate and correct the information promptly as required by the statute, Chase Bank action is violated 15 U.S.C. § 1681 n and/ or §1681 o.
19. As of direct result of the action by Chase Bank, Chiang's credit file, was damaged, unauthorized charges were add to his account, fees were added and his interest rate was increased from 7.99% fixed rate to 29.99 variable rate.,

WHEREFORE, Chiang demands judgment against defendant Chase Bank.USA. N.A. for damages of \$ 300,000.00, interest, punitive damages, attorney's fees, costs and such additional relief as the Court deems just and reasonable.

COUNT II Negligence

20. Chiang repeats and incorporates herein the allegations of Paragraph 1-19 of this Complaint as if fully set forth herein.

21. At all times related to this complaint, Chase Bank had a duty to Chiang to use reasonable care in handling Chiang's account But fail to do so. Instead add all kinds fees.
22. In breach of this duty, Chase Bank ignored Chiang's demand letter, allowed Unauthorized charge, failed to credit the payment made on time, failed to make the necessary investigation to make the correction, ignored a large payment that Chiang made, reduce Chiang's line of credit, and reported his account to the credit bureau.
23. As a result thereof, rather to make correction, Chase Bank reduced the line of credit and Chiang became unable to use the account and suffered other damages,

WHEREFORE, Chiang demands judgment against defendant Chase Bank. USA. N.A.
for damages of \$ 300,000.00, **interest, punitive damages, attorney's fees, costs and such additional relief as the Court deems just.**

COUNT III BREACH CONTRACT

24. Chiang repeats and incorporates herein the allegations of Paragraph 1-22 of this Complaint as if fully set forth herein.
25. At all time relevant to this Complaint, Chase set the account with Chiang for 7.99% fixed rate for the life of the account, but Chase Bank sought any advantage to increase Chiang's interest rate. Chase Bank received the payment from western union, but intentionally told Chiang that they did not received the payment, then add the late fee, and changes interest rate to 29.99% with additionally reduce the credit line, All of these action breached the parties' Contract and caused damages to Chiang.
26. Chase Bank also stated in the agreement that each month Chiang has grace period of 25

days to pay the bill for each monthly statement, but each month when the statement cut off and delivery to Chiang, He only has 7 to days to pay the bills. Causing additional damages to Chiang.

WHEREFORE, Chiang demands judgment against defendant Chase Bank. USA. N.A. for damages of \$ 300,000.00, **interest, punitive damages, attorney's fees**, costs and such additional relief as the Court deems just and reasonable.

COUNT V VIOLATION OF FAIR DEBT COLLECTION PRACTICE ACT

27. Chiang repeats and incorporates herein the allegations of Paragraph 1-27 of this Complaint as if fully set forth herein.
28. At all time relevant to this complaint, Chase Bank has been operating in a manner that violates the fair debt collections Practice act, 15 U.S.C. § 1601, et seq.
29. Chase Bank U.S.A. is a **Conspiracy** debt collector' as defined in 15 U.S.C. § 1692 a and is collecting the alleged debt allegedly owed to the Chase Credit Card ,Chase ignore Chiang pay a large payment and immediately reduce his credit line in order to collect the debt.
30. Chase's actions have violated 15 U.S.C. § 1692 e (2)(A) , § 1692 f (1) and §1692 g (a) and (b).

WHEREFORE, Chiang demands judgment against defendant Chase Bank. USA. N.A. for damages of \$ 300,000.00, **interest, punitive damages, attorney's fees**, costs and such additional relief as the Court deems just and reasonable.

COUNT V. FRAUD (DECEIT)

31. Chiang repeats and incorporates herein the allegations of Paragraph 1-27 of this Complaint as if fully set forth herein.

32. At all time relevant to this complaint, When Chiang sent the payment by Western Union, It is the same day payment under Federal Banking rule, Chase Bank stated that they did Not have the payment/ or Credit later days after complaint, Chase Bank sent the letter to Chiang stating that their record is accurate, and filed the report to credit Bureau, it caused additional damages to Chiang's credit file. *Chase violate 15 U.S.C. 1693 Act.*

33. Afer Chiang pay the large payment and expect to use the credit again, it find that Chase ^{W.C.} Bank has reduce the credit limit and again, Chase reported to the credit agencies, because Chiang is a member of the Credit bureau and when anyone is touched the credit file, Chiang will immediately received the credit alert. Chase Bank's action is take any advantages to Chiang to increase the interest rate and adding fees, as well it may be to other consumers.

34. As Direct of result, Chase Bank action all are intentionally to take any advantages from Chiang as well may be the public of consumer, Chiang's immediately suffer by Chase Bank's action with all damages.

WHEREFORE, Chiang demands judgment against defendant Chase Bank.USA. N.A. for damages of \$ 300,000.00, **interest, punitive damages, attorney's fees**, costs and such additional relief as the Court deems just.

Respectfully Submitted


By: Wen Chiang
Pro se

Date: October 11, 2007